CONTRACTS—RESTRAINT OF TRADE—EMPLOYEE'S CONTRACT TO REFRAIN FROM COMPETITION.—In a contract of employment made with complainant defendant promised that he would not at any time, either during or subsequent to such employment, give out any information regarding the plant or processes of complainant, and would not do anything which might injure, by competition or otherwise, the complainant, its successors or assigns, in its business. In a bill for an injunction to restrain defendant from carrying on a similar business in another town, subsequent to the term of employment with complainant, *held,* denying an injunction, that the contract was void as in restraint of trade, in the absence of proof that the employer was possessed of a trade secret. *Victor Chemical Works* v. *Iliff* (Ill., 1921), 132 N. E. 806.

There is apparently a growing tendency to regard contracts of employment in partial restraint of trade with disfavor, and at least to refuse injunctions, unless the scope of the contract is clearly no greater than necessary for the protection of the promissee's rights. *Hepworth Mfg. Co.* v. *Ryott,* L. R. [1920], 1 Ch. 1, 18 MICH. L. REV. 795. The decision in the instant case is placed on the ground that the restraint was unlimited as to time and place, and that the proof does not show that complainant had any trade secret. The terms of the contract hardly seem to justify this broad statement. Defendant might set up a similar business in a location where he would not injure or compete with complainant. Reasonable territorial limits might have been implied from this fact, as well as a time limit co-extensive with the existence of the complainant's business. Such an interpretation would not be lacking in precedent in the case of the sale of good will with a business, *Wooten* v. *Harris,* 153 N. C. 43; *Morgan* v. *Perhamus,* 36 Ohio St. 517; *Prame* v. *Ferrell,* 166 Fed. 702; although in this class of cases limitations as to both time and place are unnecessary, according to the modern view, if the agreement is reasonable in other respects and does not unduly conflict with the public interest. "The rule, broadly stated, is that no contract of this kind is void as being in restraint of trade where it operates simply to prevent a party from engaging or competing in the same business." *Southworth* v. *Davison,* 106 Minn. 119. The instant case, however, does not consider the implied limitations as to time and space nor the analogy between the two classes of cases.

CORPORATIONS—LEASE TO CORPORATION NOT TERMINATED BY DISSOLUTION.—D represented the stockholders of a dissolved corporation which had been the lessee for years. After accepting rentals from D subsequent to the dissolution the lessor made a new lease of the premises to P for an increased rental. In arbitration proceedings to try title, *held,* D was entitled to the difference in rentals as trustee for the stockholders. *Cummington Realty Associates* v. *Whitten* (Mass., 1921), 132 N. E. 53.

The often stated rule of the common law is that upon the dissolution of a corporation the real property reverts to the grantor and the personalty escheats to the lord. Co. LIT. 13b. Corporations in Coke's time, however, were ecclesiastic or municipal and conveyances to them were usually without

consideration. The development of the modern business corporation necessitated a different treatment of assets on dissolution to prevent great hardship. The modern rule is that in equity all the property of a dissolved business corporation will be treated as a trust fund, first for the payment of debts and then for the stockholders. 2 MORAWETZ ON PRIVATE CORPORATIONS, § 1032. In the instant case the unexpired term was valuable property, as proved by the lease to P at an increased rental. No good reason for forfeiture of this property is seen. In the English case of *Hastings Corporation* v. *Letton* (1908), 1 K. B. 378, in which it was held that the lease terminated upon the dissolution of the lessee corporation, the equitable rights of the stockholders were not considered, the question being whether the crown took by escheat or whether the lessor's interest accelerated. *In re Mullings Clothing Co.*, 238 Fed. 58, holds that the dissolution of a lessee corporation does not terminate the lease but amounts to an anticipatory breach which warrants the lessor in suing for damages. Other American cases to the same effect are cited therein. In the instant case the difficulty of a leasehold without a leaseholder is neatly disposed of by the court by treating the stockholders as tenants in common. But, *quaere,* if the leasehold should depreciate in value and the stockholders elect to abandon the premises, could the lessor hold them for the unaccrued rentals?

CRIMES—DISTINCTION BETWEEN "ATTEMPT," "PREPARATION" AND "SOLICITATION."—The defendant asked one C to see certain jurors then sitting on trial of a case to which the defendant was a party and endeavor to persuade them to return a verdict in his favor. He was indicted under a count charging attempted embracery. *Held,* defendant was properly convicted under the indictment. *State* v. *Lavine* (N. J., 1921), 115 Atl. 335.

The court in the principal case seems to have confused the two separate offenses, attempt and solicitation. An attempt to commit a crime is an act done in part execution of a criminal design, amounting to more than mere preparation, which, if not prevented, would have resulted in the full consummation of the intended crime. *U. S.* v. *Quincy,* 6 Pet. 445; *Graham* v. *People,* 181 Ill. 477; *State* v. *Taylor,* 47 Ore. 455; *Com.* v. *Peaslee,* 177 Mass. 267. Between preparation for the attempt and the attempt itself there is a difference. The preparation consists in devising or arranging the means or measures necessary for the commission of the offense. The attempt is the direct movement toward the commission after the preparations are made. *Groves* v. *State,* 116 Ga. 516; *Hicks* v. *Com.,* 86 Va. 223; *State* v. *Hurley,* 79 Vt. 28; *People* v. *Youngs,* 122 Mich. 292. Solicitation is the act of soliciting another to commit any crime amounting to felony, although the solicitation is of no effect and the crime is not in fact committed. *State* v. *Avery,* 7 Conn. 266; *Lamb* v. *State,* 67 Md. 524; *State* v. *Hayes,* 78 Mo. 307. Some courts have treated solicitation to commit a crime as though it were an "attempt." *People* v. *Bloom,* 133 N. Y. Sup. 708; *State* v. *George,* 79 Wash. 262; *State* v. *Bowers,* 35 S. C. 262. By the weight of authority, however, solicitation is not considered a sufficient causal act to be indicted as an attempt, but must be indicted as a distinct offense. *State* v. *Donovan,* 28